

Request for Proposal

Work Order Mechanical and Electrical Design Services for Wastewater Treatment Division

RFP No. E33019E

July 2003



King County

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**KING COUNTY
REQUEST FOR PROPOSALS ADVERTISEMENT**

King County, through the Department of Natural Resources, Wastewater Treatment Division, is requesting Proposal Submittals from firms qualified and interested in providing work order mechanical and electrical engineering services for the upgrade, modification, repair and/or replacement of existing wastewater treatment equipment, support systems, and facilities.

Interested firms may obtain a copy of the Request for Proposals by calling 206-684-1270 or from the Procurement & Contract Services Section ("PCSS"), 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. **PCSS Counter hours are 8 a.m. to 5:00 p.m.**

The maximum value of this contract will be \$500,000. The initial period of performance will be one year. The County reserves the right to amend the contract period of performance in one year increments up to a maximum total contract duration of three years, if funds remain. The County plans to issue one contract.

Contract Title:	Work Order Mechanical and Electrical Design Services for Wastewater Treatment Division
RFP Number:	E33019E
Submittals Due:	August 14, 2003
Time:	5:00 p.m.

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may not be considered responsive and may therefore be subject to disqualification by King County.

ELECTRONIC RFP DOWNLOAD OPTION: For the convenience of proposers, this Request for Proposal, as well as related exhibits, appendices, issued addenda, and document holder's list, is available on King County's web site, located at <http://www.metrokc.gov/finance/procurement>. Click the "consultants" tab at the top of the page and on the page that opens, click the "Consultants New" link in the second paragraph.

When a Proposer downloads a document from the web site and does not contact PCSS to obtain a hard copy, the Proposer *must* register with the County, following the instruction provided on the web site. Failure to register will result in the Proposer not being notified of any addenda, which may result in rejection of the proposal as non-responsive.

SUMMARY OF WORK: The work performed under this contract will consist of individually negotiated work orders. The selected Consultant will provide services to the Wastewater Treatment Division's Minor Asset Management Program in the areas of mechanical and electrical engineering to keep facilities operational and in compliance with safety, environmental and efficiency standards. The selected Consultant will provide the services necessary to evaluate, upgrade, modify, repair and/or replace existing wastewater treatment equipment and support systems and facilities at the County's five wastewater treatment plants, thirty-eight pump stations, twenty-two regulator stations, and off-site maintenance facilities. Services will include but not necessarily be limited to: production of designs, specifications and contract documents that can be developed by the County into procurement, installation or construction contracts; services during construction; and equipment and/or system startup activities. These designs will take into consideration existing facility function and operation and proposed

changes, and will be in conformance established County methods, specifications, and quality standards, which may exceed local jurisdictional requirements.

SUBCONSULTANT OPPORTUNITIES: The following identifies the types of subconsulting opportunities that may be available on this Contract (provided for informational purposes only):

SCHEDULING, PROPOSED DESIGNS, FIELD REVIEW, STARTUP SERVICES, SURVEYING

Refer to the Non-discrimination and Affirmative Action Section of the Request for Proposals for full discussion of the application of the non-discrimination and affirmative action provisions to subconsulting opportunities and the other non-discrimination and affirmative action requirements with which the Consultant shall comply.

QUESTIONS: Questions concerning this solicitation should be directed to **Gib Myers, Contracts Specialist** at **206-684-2024**. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

Accessible Information. This information is available in alternate formats for individuals with disabilities upon advance request by calling Jeremiah Sullivan, 206-684-6777, TTY Relay: 711.

REQUEST FOR PROPOSALS
WORK ORDER MECHANICAL AND ELECTRICAL DESIGN SERVICES
FOR WASTEWATER TREATMENT DIVISION

RFP NO. E33019E

I. INTRODUCTION

A. This Request for Proposals ("RFP") outlines the information necessary to understand the consultant selection process and the required documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise, experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:

1. Proposers shall provide the Submittal to King County no later than **5 p.m., August 14, 2003**, after which time they will be reviewed and evaluated. The Submittal shall be sent to:

Gib Myers, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue
Seattle, Washington 98104.

2. At its option, King County may contact a Proposer and during a telephone conference ask clarifying questions concerning the Proposer's Submittal.
 3. At its option, King County may conduct Interviews from Proposers qualifying as finalists.
- B. The purpose of this RFP is to obtain a qualified consultant or consultants to provide work order mechanical and electrical engineering services for the upgrade, modification, repair and/or replacement of existing wastewater treatment equipment, support systems, and facilities. The County estimates the potential value of the contract to be \$500,000.
- C. Specific work under this contract will be performed on a work order basis consisting of individually negotiated work orders. Each work order will provide a specific scope, budget and schedule for the services required. The exact disciplines required and the amount of work for each discipline have not been determined. The Consultant should be capable of adding, deleting or substituting disciplines/expertise as necessary to meet the needs of specific work orders. There is no guarantee that all disciplines or services will be utilized. **The County does not guarantee that the consultant will receive a specific volume of work, a specific total contract amount, or a specific work order value.** At any time during the funding year, all projects, and subsequent work orders may be subject to change if there is a change in the funding levels or project priorities. The Consultant will be expected to respond to short notice requests for technical services to resolve work order requests. The Consultant should be capable of performing urgent work order requirements while working on several work orders simultaneously.

II. PROJECT BACKGROUND

- A. The Consultant selected for this contract will provide engineering services on a work order basis in the areas of mechanical and electrical engineering for the Wastewater Treatment Division's Minor Asset Management Program. This program was established to serve the needs of the County Maintenance and Operation staff in keeping the facilities operational and in compliance with safety, environmental and efficiency standards. It is anticipated that the majority of the work under this contract will come under the mechanical engineering discipline; however, the County expects the Consultant to provide staffing adequate to produce integrated engineering solutions that fully address all impacts to the subject site regardless of the engineering disciplines involved. Further, the County will expect the Consultant to coordinate work between the engineering disciplines for single work orders or between related work orders. The Consultant must have the ability to develop design solutions that allow facilities to remain in operational service while the work is being performed.
- B. Work orders issued under this contract will primarily address urgent system and equipment repair or facility modification needs to support on-going treatment plant and facilities operations and maintenance. Work will require professional engineering investigation, evaluation, design, specifications, and engineering services during construction, including equipment and/or system start-up activities. The Consultant will provide services as requested by the County in its effort to evaluate, upgrade, modify, repair, and/or replace existing wastewater treatment equipment and facilities at the County's five wastewater treatment plants, 38 pump stations, 22 regulator stations, and off-site maintenance facilities. In addition, work may involve projects at the Environmental Laboratory, located at 322 W. Ewing Street in Seattle. Potential work sites and locations of pump stations, regulator stations and off-site maintenance facilities are contained in the King County Off-Site Facilities Miscellaneous Structures Manual, East and West Divisions. A copy of the manual will be provided to the selected Consultant.
- C. Work orders will emphasize equipment condition assessments, determination of life expectancy and efficiency of operation based on where a specific piece of equipment is in its life cycle and on its past maintenance history. This condition assessment will be conducted primarily on pumps, blowers and motors. In addition to troubleshooting failing equipment, evaluating failure causes and recommending repair, replacement, or upgrade, the Consultant will also provide recommendations, designs and contract documents that can be developed by the County into procurement, installation or construction contracts. These designs will take into consideration existing facility function and operation and proposed changes, and will be in conformance with established County methods, quality, and specifications, which may exceed local jurisdictional requirements.
- D. The Wastewater Treatment Division intends to also use this Consultant as a means of emergency response in cases of unplanned interruption to operating facilities. For this reason, the consultant **must** have staff available to commence assessment of any identified problem within 24 hours of request by the County. Nighttime or weekend callout work would be expected under this contract in case of emergency.

- E. In addition to mechanical and electrical engineering services, the Consultant will provide project management and work order coordination. The Consultant shall provide identification of key team members, organizational structure, and invoicing procedures for work performed under this Contract. The Consultant will also prepare status reports, manage subconsultants (including preparation of King County-approved subconsultant agreements and/or amendments), and participate in coordination of the work.

III. PROCUREMENT PROCESS

A. General Information

1. *Compliance with Legal Requirements.*
 - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.
 - b. In accordance with the provisions of this RFP, King County will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the County, best meets the requirements set forth in the RFP and determined to be the most highly qualified.
2. *Clear & Concise Submittal.* Proposers are discouraged from submitting lengthy Submittals; King County requires that Submittals be concise and clearly written, containing only essential information. Proposers are encouraged to use recycled or recyclable products and both sides of paper for printed and photocopied materials whenever practical.
3. *Costs borne by Proposers.* All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
4. *Public Disclosure.* Once in the County's possession, Submittals shall become property of King County and considered public documents under applicable Washington State laws. All documentation that is provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Protests and Appeals

1. *Time to file a Protest.*
 - a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested Proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after award of this contract.

2. *Form of Protest.* A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest, and include:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
3. *Determination of Protest.* Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to award of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Manager of the King County Finance and Business Operations Division (Division Manager).
4. *Requirements for filing an Appeal.* The Appeal shall include the following information and received by the Division Manager and Contract Specialist within five (5) calendar days of the issuance of the Manager's decision:
 - a. Name, address and telephone number of the person filing the appeal or their representative;
 - b. Copy of the Manager's decision; and
 - c. Explain the basis for the appeal and the ruling or relief requested.
5. *Grounds for Appeal.* The recognized justification for reconsideration are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues, which could have been raised earlier, will not be considered on appeal.
6. *Determination of the Appeal.* Upon receipt of a Request for Reconsideration, the Division Manager or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Division Manager shall constitute the final action of the County.
7. *Compliance with Protest and Appeal Process.* Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
8. *Exhaustion of Administrative Remedies.* As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer/Proposer shall comply with the Protest and Appeal Procedures defined herein.
9. *Venue.* By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer/Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

C. Schedule

1. *Anticipated Schedule.* The selection process is anticipated to proceed as outlined below:

<u>Date</u>	<u>Selection Process</u>
07-24-03	Public Announcement for RFP
08-14-03	Submittals Due (5:00 p.m.)
09-15-03	Announce Finalists
09-22-03	Interview, if applicable
09-29-03	Announce Ranking of Finalists and Notice of Selection
10-08-03	Selected Consultant submit all Cost and Pricing Data
11-28-03	Execute Contract

2. *Notification.* King County will notify appropriate firms of the following actions:
 - a. Changes in the RFP;
 - b. Disqualification or rejection of a Proposer; and
 - c. Notice of Selection.
3. *Addenda.* In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued.
 - a. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Gib Myers at 206-684-2024, PCSS, 8th Floor, 821 Second Avenue (M/S EXC-FI-0825), Seattle, Washington 98104.

D. Negotiations

1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by King County and the Consultant, shall form the basis for a billing/payment provision.
2. At the beginning of negotiations the selected Proposer and County shall meet to establish a Negotiation Schedule. Negotiations shall primarily be on reaching agreement on labor and billing rates, overhead and fee. Negotiations shall not begin until after the County has received and reviewed the cost and pricing data.

E. Contract Terms and Conditions

1. The County is in the process of revising the County's boilerplate terms and conditions. The County anticipates that this contract will be executed utilizing the new County boilerplate terms and conditions.
2. With the notice of selection or shortly thereafter, the County will provide the selected Proposer with a copy of the County's contract boilerplate. Generally, the terms of the contract will include, but are not limited to:
 - a. Completion of each work order project within the schedule outlined in the scope of work;

- b. No additional work or changes to contract price or time without execution of an amendment;
- c. Duty of confidentiality and record-keeping requirements;
- d. Duty to maintain time and cost records and allow access to records;
- e. Termination of contract by the County under certain conditions;
- f. King County's approval of subconsultants;
- g. No markups on subconsultant costs and other direct costs;
- h. Non-discrimination and affirmative action requirements, as stated in the RFP, and;
- i. Minimum insurance requirements, as stated in the RFP.
- j. Adjustments to labor and overhead rates, if appropriate, are limited to once a year at a specified date;
- k. Specific limits on escalation of labor rates;
- l. Limits on labor rates in excess of \$65.00 per hour;
- m. Specific limit on increases in overhead rates (not to exceed 5%); and
- n. Right to decreases in overhead rates.

F. Cost and Pricing Data

1. King County requires specific documentation of proposed cost and pricing data of the selected Proposer and/or a proposed subconsultant. This documentation shall be provided to:

Gib Myers, Contract Specialist
 King County Finance & Business Operations Division
 Procurement and Contract Services Section (M/S EXC-ES-0825)
 8th Floor, Exchange Building
 821 Second Avenue, Seattle, WA 98104

2. *The selected consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received.* Failure to provide such information in a timely manner may result in the County determining to discontinue negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.
 - a. *Financial Statements Including Balance Sheet And Income Statement.* Only the Prime Consultant should submit this information.
 - b. *Direct Salaries.* All Firms shall submit the following information:
 - (1) List of employees with their job classifications, title, rate of pay, and anniversary date for salary review.
 - (2) Company payroll records, which is for current month and up to six months ago, if the rate has changed within that time period.
 - c. *Overhead Rates.* All Firms shall provide the following information:

- (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide current overhead schedule, audit report, and cost detail by general ledger account for the following entities:
 - (a) Washington State Department of Transportation (WSDOT)
 - (b) Defense Contract Audit Agency (DCAA)
 - (c) Federal Acquisition Regulation (FAR) overhead rate etc.
 - (3) Provide your lowest negotiated overhead rate with a government agency contract within the last twelve months, including the contract number and a contact name and current telephone number.
 - (4) Provide a listing of all personnel who will perform work on this contract whose salary, in full or in part, is included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.
- d. *Billing Rates.* For certain qualifying small firms only.
- (1) Small firms that do not have an accounting system in place that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit, are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.
 - (2) If a Firm has a question as to whether it qualifies for Billing Rates, please call Michael Williams, Cost Analyst, at 206-263-4624.
- e. *Other Direct Costs*
- (1) Identify all other direct costs (ODCs) for this project and the rationale used as a basis for this cost.
 - (2) For each ODC, provide the unit prices and/or rates with supporting rationale, historical data and estimating methodology used to validate these rates.
- f. *Profit.* County uses Washington DOT guidelines for establishing fair and reasonable profit. Generally, profit ranges for Consultants between 8 to 10% and 7 to 8% for subconsultants. For all Firms, specify the following:
- (1) Proposed profit;
 - (2) Rationale and justification for the proposed profit rate.
- g. *Markup on Subconsultant Costs and ODCs.* In accordance with King County policy CON 7-7-1,6.2.1 (G) Consultants shall not markup subconsultant costs and ODCs.

G. Consultant Disclosure

1. King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

IV. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE

A. Nondiscrimination And Equal Employment Opportunity

1. *Nondiscrimination in Employment and Provision of Services.* During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under the Agreement. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to the Agreement.
2. *Nondiscrimination in Subcontracting Practices.* During the solicitation, award and term of the Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
3. *Compliance with Laws and Regulations.* The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement.
4. *Small Business and Minority and Women Business Enterprises Opportunities.* King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
 - a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - b. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - c. Breaking down total requirements into smaller tasks or quantities where economically feasible in order to permit maximum participation by small businesses, including M/WBEs.
 - d. Establishing delivery schedules, where the requirements of the Agreement permit, that encourage participation by small businesses, including M/WBEs.

- e. Providing small businesses, including M/WBEs that express interest, with adequate and timely information about plans, specifications, and requirements of the Agreement.
 - f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 - g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at 360-753-9693.
5. *Small Business and Minority and Women Business Enterprise Practices.* Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 - b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 - c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
6. *Equal Employment Opportunity.* The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
7. *Unfair Employment Practices.* King County Code Chapter 12.18 will be incorporated by reference as if fully set forth and such requirements shall apply to the Agreement. During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:
- a. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - b. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - c. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - d. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

- e. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - f. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 - g. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (1) The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - (2) The employer informs employees of the requirement and the consequences of violating the rule.
8. *Discrimination In Contracting.* King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement neither Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
9. *Record-Keeping Requirements and Site Visits.* The Consultant shall maintain, for at least 12 months after completion of all work under the Agreement, the following:
- a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under the Agreement; and
 - b. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on the Agreement, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in the Agreement, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
 - c. The County may visit the site of the work and the Consultant's office at any time to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If the Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement.

B. Required Submittals

1. Prior to execution of the Agreement by the County, the Consultant shall provide the following:
 - a. *Affidavit and Certificate of Compliance with King County Code 12.16.* The Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of the Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
 - b. *Personnel Inventory Report;*
 - c. *Statement of Compliance with King County Code 12.16.* The Consultant shall obtain this statement from any labor union or employee referral agency, which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees;
 - d. *ADA/504 Disability Assurance of Compliance.* The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to the Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office. The Consultant shall complete a 504/ADA Disability Assurance of Compliance. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA.
2. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of the Agreement. Any violation of the applicable requirements of the Agreement by a subconsultant will be deemed a violation by the Consultant and will subject the Consultant sanctions and penalties allowed under the Agreement, federal and local law.
3. The County will not execute any Agreement without prior receipt of fully executed forms listed in this Part 2.
4. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting King County Business Development and Contract Compliance at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
M.S. KCC-EX-0402
516 Third Avenue Room 402
Seattle, WA 98104
Phone: 206-205-3442, 206-296-0200 (TDD)

C. Required Submittals During Work

1. The Consultant shall update the submittals listed below for itself and submit to King County Business Development and Contract Compliance at the address above.
2. Upon completion of all work and as a condition precedent to final payment, the Consultant shall submit to Business Development and Contract Compliance a final Affidavit of Amounts Paid. Identify amounts actually paid, and any amounts owed, to each subconsulting firm and/or supplier for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

D. Sanctions for Violations

1. Any violation of the mandatory requirements of the non-discrimination, equal employment, affirmative action and ADA/504 provisions shall be a material breach of contract for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

V. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County receives notice at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy. The Consultant shall, upon demand of King County, make available to King County at the Consultant's local office all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate negotiations with the Consultant and enter negotiations with the next highest ranked Consultant.
- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under the Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that when required, insurance for professional liability, errors and omissions, may be acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.
- E. If in order to meet the requirements of this Section the Consultant must rely on the insurance to be provided by one or more subconsultant, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and must include County and Consultant as additional insureds on their General Liability and Automobile Insurance policies. The County will not make any

payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.

- F. Provided the affected insurance policies permit the following waiver without voiding coverage, then Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.

G. Minimum Scope and Limits of Insurance.

1. The Consultant shall maintain Coverage at least as broad as, and with limits no less than, the following:
 - a. General Liability:
 - (1) Limits: **\$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. The General Liability policy shall contain a Per Project Aggregate endorsement.
 - (2) Coverage: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY**.
 - b. Professional Liability
 - (1) Limits: **\$1,000,000** single occurrence; **\$1,000,000** aggregate limit.
 - (2) Coverage: Errors and Omissions
 - c. Automobile Liability:
 - (1) Limits: **\$1,000,000** combined single limit per accident for bodily injury and property damage.
 - (2) Coverage: Insurance Services Office form number (CA 00 01 Ed. 12/90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
 - d. Workers' Compensation:
 - (1) Limits: Statutory requirements of the State of residency.
 - (2) Coverage: as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
 - e. Stop Gap, Employer's Liability:
 - (1) Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
2. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.
3. **Other Insurance Provisions.** The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

a. General Liability Policy:

- (1) The County, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
- (2) To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- (3) The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

4. **Acceptability of Insurers.** Unless otherwise approved by the County,

- a. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
- b. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.
- c. If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County for approval with the appropriate certificates and endorsements.

VI. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Proposers. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to select the most qualified Proposer and begin negotiations.
- B. The County may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have maximum points of 50. The number of Proposers to participate in Interviews, if any, will be determined by the County based on the recommendation of the evaluation. The County may choose to use different criteria for the Interview, in which case the finalists will be so notified in writing. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. Interviews will only be held if Consultant teams are closely ranked.

VII. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound** Submittal and **six (6) bound copies** of the Submittal. The original and copies shall be in a sealed box or envelope as size requires. The original and copies of the Submittal shall be indexed with tabs for each section.
- B. Submittal Format Requirements. The Submittal shall comply with the following format requirements:
 1. Submittal shall be limited to a maximum of twenty **(20)** pages, including:
 - a. Index;
 - b. Letter of Interest;
 - c. Statement of Qualification Certification Form;
 - d. Project Examples;
 - e. the Proposal, including any charts, tables, and pictures.
 2. Resumes are not considered to be included in the page limit identified above.
 3. Submittals that exceed the page limit shall be rejected.
 4. Resumes shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Submittal and shall not be reviewed or considered during the evaluation.
 5. A “page” shall be defined as one single-sided piece of paper.
 6. Tabs that are used to subdivide and organize the Submittal shall not be considered a page provided the tab has no substantive text or diagrams in the body of the page and text is limited to the tab portion.
 7. Submittal shall be prepared on 8 1/2” by 11” paper.
- C. The Submittal shall consist of the following parts:
 1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - a. RFP Title and Number;
 - b. Proposer’s name, mailing address, contact person, telephone and fax numbers; and
 - c. Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers
 2. **Statements of Qualifications Certification Form.** An authorized representative of the Proposer shall sign the Certification page found in Attachment 2 at page 2-1.
 3. **Proposal.** The Proposal shall include the following information in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Proposer.
 - a. **Ability to Prepare Integrated Wastewater Engineering Solutions (35 points)**
 - (1) Based on the Consultant’s response to the Pump Station Gear Box Scenario provided on page 20 of this RFP the County will evaluate the team’s ability to analyze and solve wastewater facilities problems. (NOTE: This factor is worth 25 points of the available 35 points.)

- (2) Ability of the proposed team to provide the full range of engineering services identified as necessary to successfully complete the agreed upon scope of work. (2.5 points)
- (3) Ability to identify potential conflicts and disruptions to the affected operating facility and develop work-around solutions to keep facilities functional while project work on equipment or facilities is being done. (2.5 points)
- (4) Ability to work constructively with both King County Project Management staff and Off-Site Operations and Maintenance staff to jointly analyze and solve wastewater facilities problems. (2.5 points)
- (5) Ability to minimize engineering re-work by ensuring that interdisciplinary perspective is achieved during initial and all subsequent phases of design. (2.5 points)

Submittal Information:

- (1) From the Pump Station Gear Box Scenario (page 20 of this RFP) please address the following questions. Your response must not total more than four (4) pages and must address the following at a minimum:
 - (a) Define the scope of work, defending repair and/or replacement of the gear boxes.
 - (b) Present a major milestone schedule for the length of the project, indicating critical path items.
 - (c) Discuss how your firm will address safety mitigation issues with operation/maintenance staff.
 - (d) In no more than one page, present your firm's construction site safety plans that are used in day-to-day work at project sites.
 - (e) Provide a team/project management structure for the project.
 - (f) Discuss how your firm will determine the best way to access the gear boxes for repair or replacement.
- (2) Discuss the team's problem identification and solving methods in situations where facilities must be kept functional while repair work is done, including how KC Project Management and Operations and Maintenance staff are involved.
- (3) Describe your approach to configuring the proposed team to provide the full range of required engineering services, and to manage the consultant team to minimize engineering re-work by ensuring that interdisciplinary perspective is achieved during initial and all subsequent phases of design.

b. Expertise and Performance

(25 points)

- (1) Specialized experience and technical competence of the Proposer and its personnel (including a joint venture, associate or professional subcontract), considering the type of services required and the complexity of the project. Recent experience (preferably within the last 3 years public or private) and expertise with projects of a similar type will be a key consideration. Emphasis will be placed on:

- (a) The Proposer's detailed knowledge of mechanical equipment including pumps, blowers, motors, gears, structural loading, fans, power supplies and systems in wastewater treatment applications. The systems may include, but not be limited to: force main piping, HVAC, chillers, gates and actuators, generators, centrifuges, bar screens, seal water systems and cranes, process pipe evaluations, hydraulic controls, odor controls, tank replacement, etc. The County will evaluate the team's record of performance on similar type projects in providing the full range of mechanical and related engineering services necessary for the work required in this contract. (5 points)
- (b) The Proposer's demonstrated knowledge of treatment plant working equipment and experience in evaluating mechanical equipment condition and site assessment. (5 points)
- (c) The Proposed team's methodology for equipment life cycle evaluation. (5 points)
- (d) The Proposer's experience in modification of operating wastewater systems and developing solutions for facilities remaining in operation while work is being performed. The County will evaluate the team's record of performance on projects involving design modifications and/or replacement of operating wastewater systems, meeting project schedules and budgets. Include such factors as control of costs, quality of work, cooperation, responsiveness and other managerial considerations. (5 points)
- (e) The Proposer's experience in performing field work in equipment assessment, checkout, startup, and troubleshooting of operating wastewater systems. The County will also evaluate the team's performance on projects requiring field work in equipment assessment, troubleshooting, and startup of operating wastewater systems. (5 points)

Submittal Information:

- (a) *Narrative.* Describe the proposed team's experience in the following areas of expertise:
 - (i) Discuss the team's relevant technical expertise and performance in the areas highlighted in 1a through 1e immediately above for this *Expertise and Performance* criterion. Wherever possible, reference the resumes of key personnel in charge of performing the work of this contract. Provide an organizational chart.
 - (ii) Demonstrate performance and relevant work experience during the past three years involving modification to wastewater treatment facilities. Wherever possible, reference the project examples requested below. Discuss how design and construction activities were conducted in order to minimize disruption to the operation of the facility.
- (b) *Resumes.* Provide resumes for all Key Personnel, in alphabetical order by the last name. Key Personnel shall at minimum include the Prime Project Manager; main structural support personnel; scheduling support staff; acoustical personnel; and HVAC engineering personnel. Resumes shall at a minimum include the following information:

- (i) Name of Person & title;
 - (ii) Firm name & number of years employed by Firm;
 - (iii) Number of years of experience in profession;
 - (iv) Education (college degree & year);
 - (v) Professional registrations and licenses (type/state/year);
 - (vi) Description of projects demonstrating how the proposed Key Personnel provide the experience required for this project; and
 - (vii) Name of the project(s) and completion date, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the experience of the proposed Key Personnel for their roles and responsibilities on those identified projects. The Proposer is responsible for ensuring that the contact information is correct.
- (c) *Project Examples.* Submit a maximum of five project examples, up to one (1) page each and a maximum of five (5) pages total. Examples from projects that were completed or permitted in the last three years are preferred. The County will evaluate the Project Examples provided by each Proposer to determine the proposed team's performance on projects requiring the specialized experience and technical expertise described under the previous criterion. Emphasis will be placed on the amount of actual direct involvement with the example projects on the part of the Key Personnel proposed for this contract.
- (i) For each Project Example, identify the Key Personnel associated with the project.
 - (ii) For each Project Example, identify the Project name and location and list the kinds of expertise demonstrated by the project example. For each example provide the owner's name and telephone number, and the name and telephone number of the owner's project manager or other person who can verify the project characteristics of the submitted project example. The Proposer is responsible for ensuring that the contact information is correct.
 - (iii) For each Project Example, identify the initial contract price, the final (inclusive of all contract modifications) contract price, the initial date scheduled for 100% design completion, and the actual 100% design completion. Specify the Proposer's role as a Prime Consultant, Subconsultant, or Other. Provide the names and title of Firms' project personnel on the project with a description of their project responsibility and place an asterisk (*) by the name of each person who will be assigned to this project.

c. Ability to Provide Services on a Work Order Basis (20 points)

- (1) The County will evaluate the team's ability to provide services in a timely manner for multiple simultaneous projects of varying degrees of complexity, including the team's capacity to perform the work considering current and planned work load. (10 points)

- (2) The County will evaluate the extent to which the Proposer's organization, project and contract management approach, and assignment of key personnel clearly demonstrates efficiency and responsiveness to the County's project needs. (10 points)

Submittal Information:

- (1) Describe how the firm proposes to provide timely response of quality services on a work order basis for multiple projects with varying degrees of complexity. Address the firm's capacity to perform the work, considering the proposed team's current and planned workload.
- (2) Describe the firm's approach to managing work order-based contracts, including negotiating, administering, and processing multiple work orders with different scopes of work and different schedules.
- (3) Discuss your firm's ability to quickly respond to the County's changing work priorities.

d. Project Management and Project Control Capabilities (20 points)

- (1) The County will evaluate the Proposer's project management approach and project control capabilities. Factors considered will include coordination of work between various parties, including the County, other consultants and other agencies, project tracking systems, how major milestones are managed on a wide variety of projects being worked simultaneously, tracking and evaluation of each project budget, and billing systems that invoice correct charges to the appropriate project. Additionally, the County will evaluate the Consultant's backup plan for instances where the Project Manager is absent, focusing on the ability to insure on-time delivery of the project.

Submittal Information:

- (1) Describe the firm's methods and practices of project management and project control. Identify the key methods and approach to project scheduling and monitoring of scheduling milestones. Demonstrate how the firm tracks project expenditures versus schedule and what steps will be taken to resolve differences between the two control items, should they occur. Discuss your backup plan to ensure on-time delivery of the project, in the absence of the Project Manager.

D. Interviews -- 50 Points possible

1. The County may not conduct interviews. If the County determines that interviews are appropriate, Proposers will be notified in writing of the request.
2. Proposer shall be provided the date, place, and time of the interview. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. The County may choose to use different criteria for the Interview, in which case the finalists will be so notified in writing.
3. Failure to participate in the interview process shall result in disqualification of a Proposer's disqualification from further consideration.

SAMPLE PUMP STATION GEARBOX SCENARIO

I. THE BACKGROUND

- A. The gear drives for a 35-year old pump station are showing signs of wear due to aging and non-stop operation. The function of the gearbox is to change the speeds from the drive motor to the pump, based on prevailing conditions. The gears were installed when the station was commissioned and went on line. Additionally, the motors require an adapter to fit the motor supports, which are currently not installed.

II. THE SITUATION

- A. King County Maintenance and Operations staff have identified the following issues that will impact the replacement and/or repair of the gearboxes:
 - 1. The gearbox repair/replacement must be done without affecting the station's daily pumping operations.
 - 2. An equipment condition assessment of the gearboxes must be conducted and an assessment written up.
 - 3. Life cycle costing must be accomplished to support a repair/replacement approach.
 - 4. Motor supports for each motor must also be designed, manufactured, and installed.
 - 5. Structural analysis must be completed to insure replaced components adequately support the motor and control vibration.

* * * * *

ATTACHMENT 1 - SCOPE OF WORK

ATTACHMENT 1

SCOPE OF WORK

I. GENERAL

The services under this contract scope of work will be on work order basis. Requests for services under the Minor Asset Management, Wastewater Mechanical and Electrical Engineering contract will be made in writing by the King County Wastewater Treatment Division's Project Representative or authorized designee. The work to be performed under this contract will consist of individually negotiated work orders. Each work order will be based on a defined scope of work that may involve either single or multi-disciplinary engineering solutions or analyses for capital equipment and operating facilities.

The scope, schedule, and budget for each individual work order will be defined and approved in detail before work commences on the work orders. The total amount and resource requirements for each work order will be negotiated. In no event will the contract total price exceed \$500,000. The initial period of performance will be one (1) year. The County reserves the right to amend the contract in one (1) year increments, up to a maximum of three (3) years, if funds remain. At any time during the funding year, all projects and subsequent work orders may be subject to change if there is a change in funding levels or project priorities.

The Wastewater Treatment Division reserves the right to add additional tasks of similar nature to this scope of work, to amend, delete, or substitute specialty disciplines, as necessary, provided all work performed under this contract is within the general scope of work defined for this procurement.

General Execution of Work Orders

The Consultant will perform one or more of the following tasks, as requested by King County staff.

- Assess, evaluate, and troubleshoot identified mechanical and electrical equipment and systems. Evaluate any structural or acoustical impacts of the work; evaluate equipment for life-cycle viability. Prepare an evaluation document that presents the nature of the problem and investigation findings. This work will require interface with the County's operations and maintenance staff at each work site.
- Present written proposed design resolutions to the County for approval.
- Prepare final design documents including drawings and specifications for County approved alternatives as appropriate.
- Provide equipment and system engineering start up services as directed by the scope of the project work order and Project Representative.
- Provide consultant services to the County as requested during contracting process, construction and final acceptance, including submittal reviews and construction support during the design implementation phase.
- Provide work around plans, if required, for any facility that must remain working while work orders are implemented.

II. WORK ORDER ADMINISTRATION

There will be no specific limitation on the number of individual work orders to be requested and expected to be successfully performed by the Consultant simultaneously.

Contract Period

The initial contract term is one (1) year unless the funds are all used within that period, then the contract will terminate early. The County reserves the right to amend this contract in one (1) year increments up to a maximum of three (3) years, if funds remain.

Contract Value

The maximum value of this contract will be **\$500,000; however there is no guarantee that the County will expend the entire value allowed under this contract.**

The Wastewater Treatment Division does not guarantee that the Consultant will receive a specific volume of work, a specific contract amount, or a specific work order value.

The Wastewater Treatment Division reserves the right to add or delete work according to its needs.

Consultant Resources and Time

The Consultant will be required to provide technical and professional resources on the basis of pre-established work plans, concisely defined scopes of work and a reasonable and achievable schedule. These items will be agreed upon prior to the execution of each work order. Additionally, the Consultant will be expected to respond on short notice to requests for technical services to resolve urgent work order requests. Urgent work requests will require a very quick problem analyses and repair/replace recommendation, troubleshooting actual equipment problems in an operational environment, and the ability to work directly with operations and maintenance staff to resolve technical issues.

The Consultant shall have available staff or subconsultants experienced in working with various disciplines as applied in wastewater treatment facilities, be able to perform the services, and capable of working on multiple work orders at the same time. In most cases, the facilities will remain in full operation during engineering investigations and implementation of the resulting repair or replacement. The Consultant is expected to coordinate work with efforts performed by County staff and other consultants or contractors working at the facility sites.

The Consultant may be required to provide emergency engineering response in the case of unplanned interruption to operating facilities. The consultant will have the ability to commence assessment of any identified problem within 24 hours, if requested by the County. Please refer to above paragraphs for emergency response requirements.

III. WORK ORDER PROCESS

1. For each individual work order, the Project Representative will issue a written "work order request" to the Consultant. The work request will describe the nature and extent of the project, its scope, and a preliminary schedule.
2. The Consultant will prepare a proposal that includes an applicable scope of work, schedule, and budget, and identifies key staff assignments and potential subconsultants.

3. The Consultant and Project Representative will negotiate a detailed scope of work, project schedule, price and other project management details. Price shall be consistent with fee, overhead, labor costs, and ODCs identified in the contract.
4. The Project Representative will provide final approval of the work order with a Notice to Proceed.
5. The Consultant will be paid on the basis of approved monthly invoices.
6. The County will not compensate the Consultant for work associated with negotiation of the scope, schedule and budget of individual work orders

Once the scope of work, schedule, and budget details are agreed upon, the Consultant will make every reasonable effort to adhere to them. The Consultant will notify the County Project Representative immediately if it should become necessary to alter the scope of work, the schedule, or the budget. All changes are subject to prior approval by the County Project Representative.

IV. SCOPE OF SERVICES

The following task is established initially and will run for the duration of the project. Other tasks shall be defined through the work order authorization process described above.

Task 1 – Project Management and Coordination

This task shall cover costs and deliverables associated with the following activities:

1. Identification of team members and organizational structure.
2. Preparation of status reports, management of subconsultants (including preparation of King County approved subconsultant agreements and/or amendments), and participation in coordination of work.
3. Conducting quality control review and taking corrective action when appropriate on all work order deliverables.
4. Meetings with the King County Project Representative.
5. Prepare company/team safety program.
6. Prepare listing of staff members certified for Confined Space Entry, equipment available to staff and backup emergency plans.

Potential Deliverables

- Project Management Coordination
- Monthly status reports
- QA/QC Plan
- Company/team safety program
- List of certified Confined Space Entry staff members, equipment availability and backup emergency plans.

POTENTIAL WORK ORDERS

Work anticipated under this contract may include but shall not be limited to:

Assessment, Evaluation and Recommendations on Equipment Systems and Facility

1. Assess, evaluate and troubleshoot identified mechanical and electrical equipment and systems. Mechanical equipment may include but not be limited to pumps, blowers,

motors, fans, power supplies and systems in wastewater treatment applications. Systems may include, but not be limited to: HVAC, chillers, gates and actuators, generators, centrifuges, bar screens, seal water systems and cranes, process pipe evaluations, hydraulic controls, odor controls, tank replacement, etc, as assigned. Prepare evaluation document of findings.

2. Meet with County operations and maintenance staff.
3. Recommend design criteria for each piece of equipment.

Potential Deliverables:

- Assessment/evaluation reports on each assigned facility and equipment.
- Draft technical design memorandum and discuss with County staff. Incorporate County comments and present final technical design memorandum.

Pre-design and Final Design

1. List existing equipment to be upgraded, repaired and/or replaced at each of the assigned off site facilities and provide recommendations.
2. Develop construction cost estimates for each of the facilities, showing in detail the cost of replacement of the equipment, cost of upgrades and/or modifications of the equipment, and any other costs that may result from this work, before starting design.
3. Prepare plans and specifications for the repair/replacement recommendation.
4. Develop methods to be used for any facility that must remain operational during the construction phase.
5. Present the design to King County staff for review at 30%, 60% and 90% design phases and incorporate any changes and comments from King County.
6. Develop specifications and drawings for construction contract bid documents.
7. Develop and provide contract drawings and detailed specifications for removal, equipment procurement, and installation of new equipment.

Potential Deliverables:

- Report and/or memorandum of the existing equipment and recommendations for repair or replacement.
- Incorporate County comments.
- Provide cost estimates for proposed construction for each facility, the estimates should be broken down by each equipment piece.
- Plans and Specifications for repair/replacement recommendation.
- Submit the design to King County staff for review at 30%, 60% and 90% design phases and incorporate County recommendations.
- Proposal of how facility will remain in a working status during repairs and/or replacements.
- Submit draft and final specifications and drawings for construction bid documents. Incorporate County comments.

Bidding Phase

1. Provide services to the County during the bid period, which may include:
2. Attendance at any pre-bid conferences.
3. Responding to bidder's questions.

4. Preparing text for addenda.
5. Providing information during the evaluation of bids.

Potential Deliverables:

- Products and information (as defined above) for the construction bid.

Services During Construction

The Consultant shall provide consulting services during the construction phase of this project as requested:

1. Attend pre-bid and pre-construction meetings.
2. Review submittals.
3. Respond to contractor's Request for Information (RFI) on construction issues.
4. Review and respond to proposed changes.
5. Provide change order estimates.
6. Review Contractor's startup and testing plans.
7. Consultant will provide final as-built drawings (most current King County version of AUTOCAD) and one hard copy at completion of project.

Potential Deliverables:

- Attend pre-bid and pre-construction meeting.
- Draft written response to RFI submittals, proposed changes, and change order estimates for County review.
- Incorporate County comments in final documents.
- Report and/or memo on contractor's startup and testing plans.
- As-Built drawings at completion of project (one hard copy and the most current version of King County AUTOCAD).

SAMPLE WORK ORDER

This sample is not indicative of the type of work that will be requested under this contract. This is only a sample to illustrate to the proposers the format and structure of a typical County work order. Actual work and tasks involved will differ.

Task X. Work Orders – Generic Content

Tasks

1. Assess, evaluate, and troubleshoot work order identified process piping and/or mechanical equipment and systems. Document the statement of the problem and findings of field research and investigation. Work will require interfacing with King County's Operations and Maintenance personnel.
2. Present written proposed design recommendations to King County project staff for approval.
3. Prepare final design documents including drawings and specifications for King county approved alternatives as appropriate.
4. Provide equipment and system engineering start up assistance as directed by the work order.

5. Provide Consultant services to King County as requested during contracting, construction, and final inspection and acceptance, including submittal reviews and construction services.

Task XX. Sample Work Order

General Scope of Work. The scope of work requires the Consultant to perform certain evaluation, design, and construction packaging of gate repair/replacement. Four gate locations will be addressed under this work order as defined by the Project Representative.

Sub-Task A. Prioritization and Inspection

King County and the Consultant will evaluate the condition of each gate, operator, and support system identified by the Project Representative and/or the Project Engineer, using King county established criteria and information from field staff. For the site evaluation, King County will provide all work in the confined space areas. (The selected Consultant will be responsible for having their own confined space equipment and protocols that are consistent with King County requirements during the course of this contract).

Deliverables:

- Evaluation data and findings.

Sub-Task B. Recommendations

Based on the results of Sub-Task A, the Consultant shall make a recommendation to King County for the rehabilitation or replacement of the gates and any supporting equipment. The recommendation shall be made in the form of a Technical Design Memorandum. King County will review and comment on the memorandum. Following receipt of the County's comments, the Consultant shall revise the recommendations and finalize the Technical Design Memorandum.

Deliverables:

- Draft Technical Memorandum, 3 copies.
- Final Technical Memorandum, 6 copies.

Sub-Task C. Design

The Consultant shall prepare design documents (Plans and Specifications) for the repair/replacement recommendations from Sub-Task B. The Consultant shall provide bidding services to the County, which shall include preparation and packaging of the Plans and Specifications through preparation of the bidding documents. Plans and specifications shall be submitted to the County for review at 60% and 90% design completion. Cost estimates shall also be provided to verify contract-packaging methods.

Deliverables:

- 60% Plans and Specifications, 3 sets.
- 60% cost estimate.
- 90% Plans and Specifications, 3 sets.
- 90% cost estimate.

- Final Plans and Specifications.

Sub-Task D. Services During Bidding

The Consultant shall prepare draft technical addenda, respond to questions, and attend a pre-bid conference in the bidding of these projects. King County will prepare the final addenda, issue and distribute Plans and Specifications and applicable addenda.

Deliverables

- Contract addenda.

Sub-Task E. Services During Construction

The Consultant shall review submittals, proposed work changes, and answer questions during construction that King County's Project Representative forwards to the Consultant for comment and review. The Consultant shall prepare final as-built drawings for the project based on marked up drawings completed by King County's Resident Engineer.

- As-built drawings.

V. SPECIAL PROJECT REQUIREMENTS

Integration of Engineering Disciplines. The Consultant is expected to take an active and controlling role in the coordination of all engineering disciplines, subconsultants, and services required for project completion under this contract. Early collaborative involvement by supporting disciplines and identification of potential conflicts is expected. Meetings and establishment of good working relationships with key King County engineering, operations and maintenance personnel will be required. The prime consultant bears the full responsibility for delivering coordinated, integrated, and reviewed deliverables to the County.

The Consultant will be responsible for controlling the contract master schedule and planning and providing adequate resources to assure work order schedule requirements are met.

Safety Planning. The consultant will be required, in the course of contract work, to regularly visit King County Wastewater Division sites. The Consultant will submit a company/team safety program and contract-specific safety plan for King County review. The plan must address expected hazards such as working in the Chlorine Handling Building or the Oxygen Generation and Dissolution Building at West Point. This plan will be reviewed not only by Program and Project Management, but also by the County's Safety Office.

Confined Space Entry. Many of the areas requiring inspection, engineering evaluation, process evaluation, and installation inspection are located in confined spaces as defined by WAC-296-62-145 through WAC 296-62-14529. Inspection and condition assessment will primarily be performed by King County personnel who will report conditions to the Consultant; however, occasional entry into confined spaces by the Consultant may be necessary. On such occasions, the Consultant will be required to provide their own equipment and support personnel necessary for safe entry and exit, e.g., air quality monitors, rescue/extraction gear, personal protective equipment, ventilation, etc. A written entry permit form and procedures will be developed by the consultant, as part of the project-specific safety plan, and approved by the King County Project Representative before confined space entry will be allowed by the

Consultant. The Consultant must notify the appropriate King County Operations/Maintenance personnel about an intended and scheduled confined space entry.

**KING COUNTY WASTEWATER TREATMENT DIVISION
TREATMENT PLANTS
FACILITY ADDRESSES**

East Division Reclamation Plant
1200 Monster Road SW
Renton, Washington 98055

West Point Treatment Plant
1400 W. Utah Street, Discovery Park
Seattle, Washington 98199

Alki Treatment Plant
2280 Beach Drive, SW
Seattle, Washington 98116

Carkeek Park Treatment Plant
1201 NW Carkeek Park Drive
Seattle, Washington 98177

Vashon Island Wastewater Treatment Plant
9621 SW 171st Street
Vashon, Washington 98070

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM

STATEMENT OF QUALIFICATIONS CERTIFICATION FORM

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

Proposer _____

Signature _____

Title _____

Date _____

ATTACHMENT 3 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS

The following listed documents to be completed and submitted by the selected Consultant at the time of contract award:

1. Affidavit and Certificate Of Compliance with KCC 12.16 (REQUIRES NOTARIZATION)
2. Personnel Inventory Report
3. Statement From Union Or Referral Agency
4. ADA/504 Certificate Of Compliance (REQUIRES NOTARIZATION)
5. W-9 Tax Form
6. King County Consultant Disclosure Form

The following document is provided for informational purposes. To be completed at the end of the contract

7. FINAL affidavit of amounts paid



Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.

B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.

C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:

D. Contractor will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.

E. Reports: The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:

- 1. Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
- 2. Monthly Utilization Report:** This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.

3. Statement from Union or Worker Referral Agency:

This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

F. Subcontractors: For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

G. Employment Goals for Minorities, Women and Persons with Disabilities: No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.

H. Affirmative Action Measures: Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. Policy Dissemination: Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. Recruiting: Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.

3. Self-Assessment and Test Validation: Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. Record Referrals: Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

5. Notice to Unions: Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.

6. Supervisors: Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

7. Employee Training: When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.

8. Responsible Person: Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.

9. Progress Reporting: Prepare as part of the affirmative action plan an analysis and report on the progress made

toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.

I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.

K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.

L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: _____
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: _____
Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

Notary Public in and of the state of _____

Residing at : _____



Personnel Inventory Report

Legal name of business _____ Telephone No: _____

dba (if applicable) _____

Street address _____ City _____ State _____ Zip Code _____

Submitted by: _____ Title _____ Date _____

IRS Employer Identification Number: _____

Do you have any employees? No ___ Yes ___

If **yes**, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency?

No ___ Yes ___

If **yes**, list the unions and/or employee referral agencies with whom you have agreements: _____.

If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African American s		Asians		Native American s		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ If no employees, write "0."



Personnel Inventory Report

SUPPLEMENTAL FORM

Use this form as necessary to report the total work force.

Legal name of business _____ Telephone No: _____

Submitted by: _____ Title _____ Date _____

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Subtotal																

Contact the King County Procurement and Contract Services Division at 206-684-1327 or the King County Business Development and Contract Compliance Section 206-205-0700 if you have any questions concerning completion of this form.



Statement of Compliance

With King County Code Chapter 12.16 Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

UNION OR EMPLOYEE REFERRAL AGENCY STATEMENT

The undersigned states as follows:

- A. That I am the authorized officer of _____ and am signing this statement on behalf of the union/employee referral agency.
- B. That the organization recognizes that King County Code Chapter 12.16 prohibits discrimination in both employment and referrals for employment on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability.
- C. That the organization agrees to adhere to a policy of nondiscrimination and agrees to affirmatively cooperate in the implementation of the policies and provision of King County Code Chapter 12.16. The organization further agrees that recruitment, employment, and the terms and conditions of employment under all contracts with King County shall be in accordance with the purposes and provisions of King County Code Chapter 12.16; provided however, that no specific levels of utilization of minorities and women in the workforce shall be required, and the contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices, and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.

Authorized Union/Employee Referral Agency Representative

Union/Employee Referral Agency

Telephone Number

Address

Signature

City, State, Zip

Title



King County

NOTE: The following letter explains the requirements of King County Code Chapter 12.16. Complete the address blocks below and forward to your union(s) or employee referral agency. Enclose with this explanatory letter, a copy of the Statement of Compliance form above for the Union or Referral Agency to complete.

TO: _____ FROM: _____

RE: Compliance with King County Code Chapter 12.16, "Discrimination and Affirmative Action in Employment by Contractors, Subcontractors and Vendors".

King County Code Chapter 12.16 and the supporting Affidavit and Certificate of Compliance require that all public work contractors doing business with King County in an aggregate amount of \$10,000 or more per year and all other contractors doing business with King County in an aggregate amount of \$25,000 submit a statement of compliance from their union/employee referral agency to the King County M/WBE & Contract Compliance Division.

The statement of compliance is to ensure that the union/employee referral agency is in compliance with Chapter 12.16 and does not "discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any sensory, mental or physical disability" in employment or referral for employment.

In an effort to comply with King County Code Chapter 12.16, enclosed with this letter is a form for signature by any authorized officer of your union/employee referral agency. In the event that you refuse to sign this statement of compliance, our compliance report shall so certify, and shall set forth what efforts have been made to secure the signing of this agreement.

Your written response is required in this office on or before _____. Your cooperation in this matter is greatly appreciated.

Authorized Signer

Date

504/ADA SELF-EVALUATION AND ASSURANCE OF COMPLIANCE

Instructions

504/ADA Self-Evaluation Questionnaire Form

This form will help you evaluate your organization's or firm's programs and services, employment, and facilities to ensure they are accessible to people with disabilities. Complete the 504/ADA Self-Evaluation Questionnaire and keep it on file at your office. Do not return it with your contract.

“Quick Look” Barriers Checklist

Note: This form only pertains to the main office of a construction company, not the construction sites. Firms that provide services outside their office do not need to write a corrective action plan for physical accessibility as long as these services are provided in an accessible location for people with disabilities who cannot access the office. However, physical access must also be reviewed in light of hiring an individual with a disability or accommodating a current employee who becomes disabled.

504/ADA Assurance of Compliance Form

- Complete this form. If your organization or firm is out of compliance with any of the 504/ADA requirements, indicate on the 504/ADA Disability Assurance of Compliance form the corrective actions that will be taken to achieve compliance and the date these actions will be completed.
- Sign the Assurance of Compliance form and send the original back with your contract. Keep a copy of the form on file in your office for use during on-site reviews. You will be notified at least one week in advance of any scheduled review. (Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.)

If you have questions regarding this process, or if you require this material in an alternate format, please contact a King County 504/ADA Disability Compliance Specialist at 206-296-7592 or 206-296-7596 TTY, or by e-mail: Civil-Rights.OCR@metrokc.gov.

504/ADA General Information

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that King County and all organizations and firms contracting with King County, except those providing tangible goods, comply with the 504/ADA accessibility requirements.

Under 504 and ADA, a “qualified individual with a disability” is anyone who has, has a history of, or is perceived as having a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech disabilities; mental illness; epilepsy; learning disability; brain injury; HIV/AIDS; arthritis; cerebral palsy; multiple sclerosis; developmental disability; and alcohol and/or drug addiction.

DISABILITY RESOURCE LIST

Note: Inclusion in this resource list does not constitute endorsement by King County Government, nor does omission imply non-endorsement. Our goal is to provide you with information on some key resources available. Please contact us if you know of a useful resource missing from this list.

King County Office of Civil Rights Enforcement

Disability Compliance Specialist, Yesler Building,
400 Yesler Way, Room 260, Seattle, WA 98104-
2683; 206-296-7592 V,
206-296-7596 TTY; 206-296-4329 Fax;
e-mail: Civil-Rights.OCR@metrokc.gov
web site: www.metrokc.gov/dias/ocre/

Governor's Committee on Disability Issues and Employment (GCDE)

Advises and informs the Governor, state and local governments, the business community, and the disability community on ADA and other issues related to disability policy.

Olympia: 360-438-3168 V, 360-438-3167 TTY;
Spokane: 509-532-3149 V, 509-532-3113 TTY.

GCDE publishes "Producing Materials in Alternative Formats: A Guide for Agencies"

which provides information on producing materials in large print, on audio tape or computer disk, and Braille. Send a written request for a copy.

Northwest ADA/IT Center

Provides information on the Americans with Disabilities Act and accessible information technology in Alaska, Idaho, Oregon and Washington. Oregon Health & Science University
P.O. Box 574, Portland, Oregon 97207-0574
800-949-4232, voice and TTY
503-418-0785, FAX; nwada@ohsu.edu

Sprint Washington Telecommunications Relay Service (TRS)

Provides free telephone accessibility with TTY users. 500 108th Avenue NE, Suite 800, Bellevue, WA 98004; Relay Services: 800-833-6388 TTY; 800-833-6384 V.

ADA Technical Assistance Hotline (U.S. Dept. of Justice)

Provides free technical assistance and informational materials to people with disabilities, businesses, state and local government agencies, and the general public on rights and responsibilities under Titles II and III of the ADA. 800-514-0301 V/TTY.

web site: www.usdoj.gov/crt/ada/

Washington Assistive Technology Alliance (WATA)

Information & referral to disability resources, including assistive technology options, funding sources, legal issues, accommodations.

509-328-9350 V/TTY; 800-214-8731 V/TTY;
509-326-2261 Fax; e-mail: spokane@seals.org
web site: wata.org/wata/eatrc/index.htm

Job Accommodations Network (JAN)

An international toll-free consulting service that provides information regarding the ADA, job accommodations and the employability of people with disabilities. P.O. Box 6080,
918 Chestnut Ridge Road, Suite 1, Morgantown, WV 26506-6080;
JAN--ADA Information 800-526-7234 V/TTY; 800-ADA-WORK (232-9675) V/TTY;
web site: janweb.icdi.wvu.edu/

Emergency Procedures for Employees with Disabilities in Office Occupancies

A procedural guideline funded by the US Fire Administration and developed by the National Institute of Standards and Technology with assistance from the National Task Force on Life Safety and People with Disabilities. Write for a copy: United States Fire Administration, 16825 South Seton Avenue, Emmitsburg, MD 21727.

504/ADA SELF-EVALUATION QUESTIONNAIRE

General Requirements

Please check the appropriate answers. If necessary, attach additional pages of explanation. **If you have fewer than 15 employees, please skip the first section and start with "Program Access."**

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 1. Do you have a 504/ADA coordinator? If so, who? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name _____
Title _____
Phone _____ | | | |
| 2. Do you have an internal grievance procedure that allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you have a policy that provides for notifying participants, applicants, employees, unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you notified these individuals of your nondiscrimination policy? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Program Access

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, and interviews will be held in accessible locations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you notify the public and other interested parties that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you have a Teletypewriter (TTY), or do you use the statewide Telecommunications Relay Service to facilitate communication with individuals who use TTYS for communication purposes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY (or Relay Service) and other effective means of communicating over the telephone with people with disabilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Program Access (continued)

	YES	NO	N/A
5. Do you make available, upon request, written material in alternate formats for people who have disabilities? (Alternate formats include large print, Braille, and audiocassette tapes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are printed posters, announcements, and printed materials (including graphics) clearly legible and placed in physically accessible locations where print can be read from a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If you have a mailing list for the purposes of information dissemination, does it include various disability groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are your TTY number and procedures for accessing your services printed on all material distributed to the public?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Do you have a policy and procedure for safe emergency evacuation of people with disabilities from your facility(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment and Reasonable Accommodation

1. When gathering affirmative action data regarding disabilities, do you make it clear that: <ul style="list-style-type: none">• the information requested is intended for use solely in connection with reporting requirements;• the information is voluntary;• the information will be kept confidential; and• refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If you make pre-employment medical inquiries or conduct pre-employment medical examinations: <ul style="list-style-type: none">• Is the inquiry related to the applicant's ability to perform the job?• Do you condition offers of employment on the results of these examinations?• Is the examination required for <u>all</u> employees in the same job classification?• Are <u>all</u> applicants in the same job classification asked the same medical and/or interview questions?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to applicants and employees with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment and Reasonable Accommodation (continued)

YES NO N/A

4. Do you have a written policy stating the following?

504/ADA requires that information concerning an applicant's medical condition or history must be kept separate from personnel records and may be shared in only three ways:

- (1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s);
- (2) first aid and safety personnel may be informed if the condition might require emergency treatment; and
- (3) government officials investigating compliance with 504/ADA shall be provided with relevant information upon request.

☐ ☐ ☐

Physical Accessibility

Complete the "Quick Look" Barriers Checklist and then answer the following questions:

- 1. Is the building(s) where your business is located barrier-free? ☐ ☐ ☐
- 2. If you checked NO to any of the items on the Employment and Reasonable Accommodation checklist above, would these areas prevent an individual with a disability from accessing your program(s) or service(s)? ☐ ☐ ☐

If access would be impacted, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.

This 504/ADA Self-Evaluation Questionnaire was completed by:

Print name

Date

Phone Number

“QUICK LOOK” BARRIERS CHECKLIST

This checklist is designed to give a quick appraisal of potential problem areas for accessibility. For detailed review standards, refer to the Washington State Administrative Code (WAC) 51-40-1100, Chapter 11—Accessibility. If you are not located in State of Washington, you may refer to federal ADA Accessibility Guidelines (ADAAG), state or local laws and regulations.

	YES	NO	N/A
Building Access			
• Are 96" wide parking spaces designated with a 60" access aisle?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are parking spaces near main building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is there a "drop off" zone at the building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the gradient from parking to building entrance 1:12 or less?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the entrance doorway have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door threshold no more than 1/2" high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door handle easy to grasp?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are the doors easy to open (building entrance maximum 8.5 lbs. pressure, all internal doors 5 lbs. max.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are other than revolving doors available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Corridors			
• Is path of travel free of obstruction and at least 36" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is floor surface firm and slip resistant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do obstacles (phones, fountains) protrude no more than 4"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator controls no higher than 48"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator markings in Braille?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does elevator provide audible signals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Elevator interior provides minimum 51" turning area for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms			
• Are restrooms near building entrance or personnel office?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do doors have lever handles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do restroom entrance doors have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is restroom large enough for wheelchair turnaround (51" minimum)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are stall doors at least 32" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are grab bars provided in toilet stalls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are sinks at least 30" high with room for a wheelchair to roll under?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are sink handles easily reached and used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are soap dispensers and towels no more than 48" from the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personnel Office			
• Do doors provide at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door easy to open? (max. 5 lbs. pressure)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door threshold no more than 1/2" high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the path of travel between furniture wide enough for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the Section 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein to King County for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein or Section 504 or the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, (company name) _____ **YES** **NO**
☐ ☐

_____ **is in compliance with 504/ADA.**

If the above response is NO, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

General Requirements

Actions To Be Taken	Completion Date
_____	_____
_____	_____
_____	_____

Program Access

Actions To Be Taken	Completion Date
_____	_____
_____	_____
_____	_____

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

Physical Accessibility

Actions To Be Taken

Completion Date

I Declare Under Penalty of Perjury under the Laws of the State of Washington that the Foregoing is True and Correct.

Signature of authorized signator

Type or print name of authorized signator

Title

Telephone

For Notary:

State of _____, County of _____

Signed and sworn before me on (date) _____

by (print authorized signator name) _____

Notary signature: _____

Notary (print name): _____

My appointment expires: _____

Contractor: _____
Company Name

Street Address

City

State

Zip

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you should use the requester's form. However, this form must meet the acceptable specifications described in **Pub. 1167, General Rules and Specifications for Substitute Tax Forms and Schedules**.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8837	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



King County Consultant Disclosure Form



King County

Department of Executive Services
Board of Ethics
Bank of California, BOC-ES-0900
900 Fourth Avenue, Suite 900
Seattle, WA 98164
206-296-1586 206-205-0725 Fax
TTY Relay: 711
board.ethics@metrokc.gov

NO PAYMENT WILL BE MADE TO THE CONSULTANT UNTIL THIS FORM HAS BEEN FILED WITH THE CONTRACT AND THE KING COUNTY BOARD OF ETHICS

Please Read Carefully

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of \$2500 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, 900 Fourth Avenue, Bank of California Building, Suite 900, Seattle, WA, 98164, Mail Stop BOC-ES-0900, and the other with the contract with the Finance and Business Operations Division, Procurement & Contracts Services Section, Exchange Building, 8th floor, 821 Second Avenue, Seattle, WA 98104, Mail Stop EXC-FI-0862.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**PLEASE TYPE OR PRINT ALL INFORMATION, EXCEPT REQUIRED SIGNATURE.
ALL INCOMPLETE FORMS WILL BE RETURNED.**

Today's Date: _____ Contract Number: _____ Amount of Contract: _____

Consultant's Name: _____ Phone: _____

Address: _____
(Street) (City) (State) (Zip)

Effective Date of Contract: _____ Expiration Date of Contract: _____

Type of Services Contracted: _____

Contracting County Department _____ Division: _____

County Contact Person: _____ Phone: _____

1. List the name of any former county employee working on this contract whose employment with the county terminated within two years of the signing of this form. If none, check this box. []

Name of Former Employee: _____

Former County Department: _____ Date Terminated/Ended: _____

2. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. If none, check this box. []

Office/Directorship: _____

Name: _____ Relationship to Employee: _____

3. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. If none, check this box. []

Name: _____

Relationship to Employee: _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount/value & describe): _____

Receipt of compensation, gift or thing of value from the consultant (indicate amount/value & describe): _____

4. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. If none, check this box. [] Attach a separate sheet if necessary.

Contract No.	Type of Services Provided	Amount Paid to Consultant	Duration (From - To)	County Department and Division

5. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract. If none, check this box. []

Officer/Director Name: _____

Position: _____

Name of County Board or Commission: _____

6. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above. If so, please explain. If none, check this box. []

CERTIFICATION OR DECLARATION:

I, _____, certify or declare under penalty of perjury
(print name)

under the laws of the State of Washington that the foregoing is true and correct.

(Signature) (Title)

Signed this _____ day of _____, 200__ at

(City) (State)

King County Board of Ethics • Bank of California Building
900 Fourth Avenue • Suite 900 • Seattle, WA 98164
206-296-1586 • FAX 206-205-0725 • TTY Relay: 711 • board.ethics@metrokc.gov
This form is available on the Board of Ethics web site: www.metrokc.gov/ethics/
Revised February 2003

ALTERNATE FORMATS AVAILABLE UPON REQUEST



Affidavit of Amounts Paid

To be completed for *every* subcontractor/consultant regardless of tier

MONTHLY ☐ QUARTERLY ☐ FINAL ☐
For Progress Payment: ☐

Prime Contractor Consultant: _____ Date _____

Address: _____ City: _____ State: _____ Zip: _____

Contract Number _____ Contract Title: _____

Contract Bid/Negotiated Price: \$ _____ Contract Type: ☐ Arch/Eng ☐ Construction
Consultant Other

Subcontractor/ Subconsultant Name & Address	MWDBE status	Contractor Type	Date Work Completed	Amounts Earned to Date	Amounts in Retainage to Date	Amount Paid to Date
	Boost Cert. #					

Original Contract Amount: \$ _____

Condition of Award Amount: \$ _____

Total #: _____ Amendments: \$: _____

Total #: _____ Change Orders \$: _____

New Contract Amount: \$ _____

Contractor Type

S = Subcontractor

M = Material Supplier

JV = Joint Venture

Subcontractor/Subconsultant:

Signature and Title

Notary
Seal

Subscribed and sworn before me this _____ day of _____ 20____

X _____ Notary Public in and for the State of Washington

Residing at _____

The subcontractor above has signed upon receipt for amounts paid. I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, the subcontractor/subconsultant participant named above has been paid the amount shown for work completed or portions thereof listed. **(Each subcontractors/subconsultants utilized must sign and notarize this affidavit.)**

Prime:	Signature/Title:
--------	------------------